— S. D. —, 110 N. W. 116; *Continental Ins. Co.* v. *Vanlue*, 126 Ind. 410. The most potent reason for this rule seems to be the fact that the terms of the policy are the insurer's own and should be construed most strongly against him. The majority in the principal case recognize this rule, but rely on the proposition that where the terms of a policy are clear and unambiguous they are to be taken in their "plain, ordinary and proper sense." They conclude that, because of the inherently dangerous nature of gasoline, the term "within the vehicle," was used by the parties in antithesis to "extrinsic" or "without," and not as a synonym of "interior." It cannot be denied that the fire originated within the vehicle in that sense of the word. The dissenting opinion admits the rule to be as stated by the majority, and, indeed, there is no question but that this is the law. *Ripley* v. *Ins. Co.*, 83 U. S. 336; *Hartford Ins. Co.* v. *Trust Co.*, 127 Ill. App. 355; *Western Woolen Mill Co.* v. *Northern Assur. Co.*, 139 Fed. 637. But the dissenters contend that the fact that the referee was reversed by a divided supreme court, which in turn is now reversed by a divided court of appeals, is sufficient evidence of such ambiguity to necessitate the application of the rule first above mentioned. There is considerable force in this argument, but it is certain that it is not a possible ambiguity that will be resolved against the insurer as a matter of course. In *Western Woolen Mill* v. *Northern Assur. Co.*, supra, wool was insured against direct loss or damage by fire. It was destroyed by spontaneous combustion by reason of having been wet. In giving the word "fire," its "ordinary and popular signification," the court held that it did not apply to slow oxidation without flame or glow. In *Ripley* v. *Ins. Co.*, supra, the insurance was against accident while traveling by "public or private conveyance." The insured was injured while walking home after his journey. His counsel relied on St. John, v:13, "the Saviour conveyed himself away," and on other extracts from literature in support of their contention that foot travel was "by private conveyance." The court, it is needless to remark, held otherwise. While the court in the principal case possibly exercised rather remarkable perception in discovering the plain and clear intent of the parties, yet its refusal to search in an unseemly manner for ambiguities to be resolved against the insured is to be commended. The intent of the parties should be given effect.

JUDGMENT—EXTERRITORIAL EFFECT OF JUDGMENT OF DIVORCE.—A man and wife were domiciled in Georgia; the husband removed to Kansas, and after several years had elapsed brought suit there for divorce; notice of the suit was by publication, and a copy of the same was mailed to the wife at her address in Georgia, but no appearance was entered in her behalf, and the husband was granted a divorce. After his remarriage he returned to Georgia, where his former wife sued him to recover alimony. Personal service was had and the defendant appeared and pleaded the Kansas judgment of divorce. *Held*, that the Kansas judgment is not entitled to obligatory enforcement in Georgia; that, however, it will be enforced through comity. *Joyner* v. *Joyner* (1908), — Ga. —, 62 S. E. 182.

The question of the exterritorial effect to be given to a divorce obtained in a state where only one of the parties is domiciled is one of great importance at the present time. Upon this question there are several distinct theories. Some of the courts hold that as a divorce affects the status of the parties, it is a proceeding in *rem*, and that when the court acquires jurisdiction over one of the parties it thereby acquires jurisdiction over the *res*, and its decree, if valid where rendered, is valid everywhere, even in the absence of actual notice to, or appearance on the part of, the defendant. *Cheever* v. *Wilson*, 76 U. S. (9 Wall.) 108; *In re James' Estate*, 99 Cal. 374, 33 Pac. 1122, 37 Am. St. Rep. 60; *Van Orsdal* v. *Van Orsdal*, 67 Ia. 35, 24 N. W. 579; *Slade* v. *Slade*, 58 Me. 157; *Williams* v. *Williams*, 53 Mo. App. 617; *Shafer* v. *Bushnell*, 24 Wis. 372. See also the dissenting opinion of Mr. Justice HOLMES in *Haddock* v. *Haddock*, 201 U. S. 652, 26 Sup. Ct. 525. Another line of cases holds that a divorce proceeding is one strictly in *personam* and that a decree is therefore not binding on a defendant domiciled outside the jurisdiction of the court in the absence of personal service upon him within the jurisdiction of such court, or of voluntary appearance on his part. *Haddock* v. *Haddock*, supra; *Borden* v. *Fitch*, 15 Johns. (N. Y.) 121, 8 Am. Dec. 225; *Bradshaw* v. *Heath*, 13 Wend. (N. Y.) 407; *McGiffert* v. *McGiffert*, 31 Barb. (N. Y.) 107; *People* v. *Baker*, 76 N. Y. 78, 32 Am. Rep. 274; *Rundle* v. *Van Inwegan*, 9 Civ. Proc. R. (N. Y.) 328; *Love* v. *Love*, 10 Phila. (Pa.) 453. A few cases even go so far as to hold that where the defendant has received actual notice outside the jurisdiction of the court and is present during a part of the proceedings, though without entering a formal appearance, or where the defendant has waived further notice, still he is not bound by the judgment. *O'Dea* v. *O'Dea*, 101 N. Y. 23, 4 N. E. 110; *Williams* v. *Williams*, 130 N. Y. 193, 29 N. E. 98, 27 Am. St. Rep. 517, 14 L. R. A. (O. S.) 220; *In re House's Estate*, 14 N. Y. Supp. 275, 20 Civ. Proc. R. 130, 2 Con. Sur. 524. Then there is a third line of cases holding that a divorce is neither strictly in *rem* nor strictly in *personam*, but *quasi in rem*. These cases hold that personal service on the non-resident defendant or appearance by him is not absolutely necessary in order that a divorce may be binding exterritorially, but still they require that the best possible notice that the circumstances permit shall be given. *Harding et ux.* v. *Alden*, 9 Me. 140, 23 Am. Dec. 549; *Burlen* v. *Shannon*, 115 Mass. 438; *Holmes* v. *Holmes*, 57 Barb. (N. Y.) 305; *Loker* v. *Gerald*, 157 Mass. 42; *Thomas* v. *King*, 95 Tenn. (11 Pickle) 60, 31 S. W. 983. This latter line of cases, while not supported by the numerical weight of authority, seems to present a reasonable solution of the question and to avoid most of the evils attendant upon the two other lines of decisions.

JUDGMENT—AGAINST RAILROAD COMMISSIONERS—BINDING EFFECT ON PUBLIC.—The legislature passed certain laws fixing the maximum rates to be charged by railroads doing intrastate business. A railroad brings suit against the members of the Railroad Commission in their individual capacity to enjoin the enforcement of these laws. *Held*, that the public officers